



REQUEST FOR PROPOSALS

2016-03

**Underground Electric Conduit
Installation Project**

FEBRUARY 11, 2016

Issued by:

New Hampshire State Liquor Commission



New Hampshire

Liquor Commission

PO Box 503, Concord, NH 03302

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

EXHIBITS.....	1
TABLE 1: SCHEDULE OF EVENTS.....	2
PART I - GENERAL INFORMATION FOR RESPONDENTS	3
1. PURPOSE	3
2. ISSUING OFFICE	3
3. SCOPE	3
4. PROJECT DELIVERABLES:	3
PART II - RFP TERMS AND INSTRUCTIONS.....	9
1. TYPE OF CONTRACT	9
2. RFP INQUIRIES AND RESPONSES	9
3. AMENDMENT TO THE RFP.....	9
4. PROPOSAL FORMAT	9
5. ECONOMY OF PREPARATION	9
6. PROPOSALS AND AWARDS	9
7. PROPOSAL SUBMISSION	10
8. EVALUATION OF PROPOSALS AND CRITERIA	12
9. PROHIBITED COMMUNICATIONS	12
10. VALIDITY OF PROPOSAL	12
11. NON-COMMITMENT	12
12. RESPONDENTS' COSTS AND EXPENSES.....	13
13. PROPERTY OF STATE.....	13
14. DISCUSSIONS FOR CLARIFICATION.....	13
15. PRESENTATIONS.....	13
16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT	13
17. CONTRACT TERMS AND CONDITIONS	13
18. CONFIDENTIALITY/SENSITIVE INFORMATION	14
19. DISCLOSURE OF PROPOSALS.....	14
20. CONDITIONAL NATURE OF AGREEMENT.....	14
21. BEST AND FINAL OFFERS	14
22. NEWS RELEASES.....	15
23. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS	15
24. METHOD OF AWARD.....	15
25. USE OF ELECTRONIC VERSIONS OF THIS RFP	15
PART III - INFORMATION REQUIRED FROM THE RESPONDENT	16
PART IV - CRITERIA FOR SELECTION.....	17
1. MANDATORY RESPONSIVENESS REQUIREMENTS	17
2. REVIEW AND EVALUATION.....	17
3. CRITERIA FOR SELECTION.....	17
EXHIBIT A	19
EXHIBIT B	20
EXHIBIT C	24

EXHIBITS

Exhibit A - No Response Form

Exhibit B - Contract Terms and Conditions (General Provisions, Form P-37 (v. 5/8/15))

Exhibit C - Proposal and Addendum Acknowledgement

TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this Request For Proposal (“RFP”). The Schedule of Events is subject to change at the sole discretion of the New Hampshire State Liquor Commission (“NHSLC”). Any changes will be posted on the NHSLC official website located at www.nh.gov/liquor. Respondents are responsible for checking the website for any schedule changes.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Proposals Issued:	Issuing Office	Sunday, February 21, 2016
Site Visit: NH State Liquor Commission 50 Storrs St Concord, NH 03302-0503	At Site Location	Tuesday, March 1, 2016 at 11:00 AM
Deadline to Submit Inquiries By Electronic mail to NHSLC Issuing Officer (“Closing Date”)	Potential Respondents	Friday, March 4, 2016 at 4:00 PM
NHSLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Wednesday, March 9, 2016 at 4:00pm
Deadline for Submission of Sealed Proposals to Issuing Office at: NH State Liquor Commission ATTN: Craig Bulkley RFP 2016-03 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Friday, March 18, 2016 at 11:00 AM

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

The NHSLC seeks to procure a qualified contractor to complete all activities associated with the open trench installation of seventy-five (75) linear feet of underground electric conduit. This RFP describes the project and the NHSLC's requirements. A respondent may submit a proposal for services as further described in Part II, Section 24 "Method of Award."

2. ISSUING OFFICE

This RFP is issued by the NHSLC that shall serve as the Issuing Office for this RFP. The Issuing Officer responsible for managing the RFP and serving as the sole point of contact is:

Mr. Craig W. Bulkley, COO
NH State Liquor Commission,
50 Storrs Street, P.O. Box 503
Concord, NH, 03302-0503
(tel: 603-230-7008)

(email: craig.bulkley@liquor.state.nh.us).

All inquiries regarding this RFP must be submitted electronically to the Issuing Officer.

3. SCOPE

The project work scope is seventy-five (75) linear feet of open trench underground electric conduit installation completed in accordance with this RFP. The awarded Contractor shall complete all the activities required and undertake those activities typically required, but not identified, to complete the work, as defined and as otherwise described in this RFP. These activities may include, but are not limited to, installing, inspecting, maintaining and removing soil erosion and other control measures. The Contractor shall provide all the things necessary, including, but not limited to, equipment, consumables, labor, subcontractors, expertise, and supervision, to complete the work.

4. PROJECT DELIVERABLES:

The NHSLC proposes to enter into an agreement with a qualified contractor to complete all activities associated with the open trench installation of seventy-five (75) linear feet of underground electric conduit at 50 Storrs Street, Concord, New Hampshire.

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE THE SERVICES DESCRIBED HEREIN.

The scope of services shall include, but shall not be limited to:

a. Dig Safe:

The Contractor shall determine the locations and elevations of underground utility lines or other obstructions before starting excavation, including calling Dig Safe 72 business hours prior to commencement of all activities. Underground utility lines temporarily exposed during excavation shall be adequately supported and/or protected to the satisfaction of Unitil and NHSLC.

b. Safety:

All trenching and shoring shall be performed in accordance with OSHA requirements in 29 CFR 1926, Subpart P - Excavations. The trench will not remain open for more than 10 days in any area unless authorized by the Unitil and NHSLC.

If it is necessary to pump water from the trench, the water will be pumped into a heavily vegetated upland area, a sediment trap, a sediment filter bag, or through a sediment filter device, at least 10 feet from any stream or wetland in order to minimize erosion and subsequent sedimentation of streams or wetlands. Water impounded in the trench shall not be released directly or by overland flow into any waterbody or wetland.

The trench shall be excavated by hand when, in the opinion of Company's authorized representative, machine excavation could cause damage to existing pipelines or other underground installations.

Where lawns, cultivated shrubs, trees, orchards, or valuable growing timber are encountered special construction procedures may be required to eliminate or minimize damage or injury to the plantings.

c. **NH State Liquor Commission Specification**

Below are Unitil's Underground Conduit Installation General Requirements. Proposers shall adhere to all requirements outlined below.

TRENCH:

1. The conduit trench shall be between 42" (minimum) and 48" (maximum) in depth and 18" (minimum) in width.
2. Conduit trench shall not pass through soils such as mud, shifting soils, etc.
3. The trench bottom shall be smooth, flat and without surface irregularities. The bottom of the trench shall be free of debris such as rocks, wood, glass, etc.
4. If excavation is in ledge or rock, a 4" (minimum) layer of clean backfill (rocks not larger than 1-1/2") is to be placed over the trench bottom prior to the installation of conduits.
5. The first 12" of backfill material shall not contain rocks larger than 1-1/2" in their greatest dimensions and shall contain enough fines to fill all voids. The remainder of the backfill shall not contain rocks larger than 3" in diameter. All backfill material shall be free of decomposable (organic) material.
6. Marking tape shall be installed 18" above conduits.

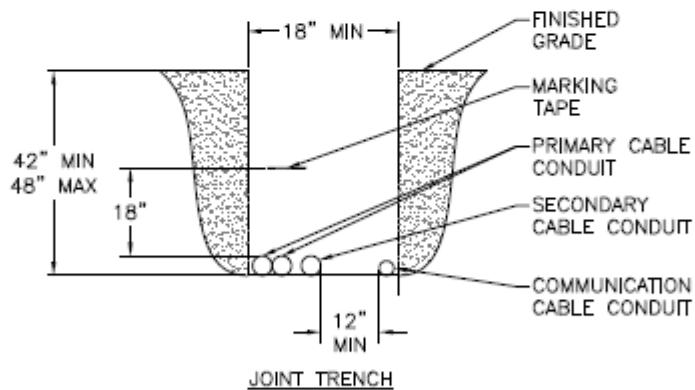
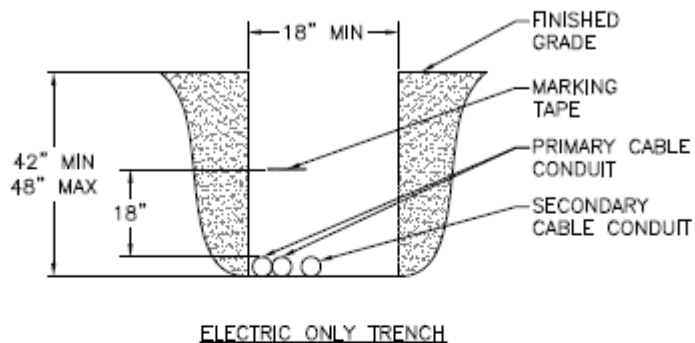
CONDUIT:

1. PVC conduit means – Gray electrical grade conduit, schedule 40 or 80 PVC. Rigid steel means – (hot-dipped) galvanized rigid steel.
2. For primary cable runs, all sweeps and first 10 foot section thereafter must be rigid steel. See riser detail, standard 2-2-3 for conduit riser exceptions.
3. All metallic conduit exposed to the public shall be grounded.
4. Conduit sweeps must have a 24" or larger radius.
5. Only steel conduit shall be attached to steel sweeps.

6. All PVC conduit joints shall be joined with PVC cement. All steel to PVC transitions must utilize a PVC threaded adapter.
7. Conduits shall be laid in an organized fashion with the use of conduit spacers as needed.
8. Conduit shall be laid in a straight line whenever possible. The maximum change in direction between two contiguous lengths of conduit shall be limited to 5 degrees.
9. Overall change in direction in the plane of any conduit run shall not exceed 45 degrees exclusive of vertical sweeps. A pull box must be installed at the approximate midpoint if the arc of the run exceeds this maximum.
10. For secondary cable runs longer than 200 feet – sweeps and the first 10 foot section thereafter must be rigid steel, except at the meter location.
11. Conduits installed through building walls shall be sealed to prevent the entrance of gasses.
12. Conduit runs shall be inspected by the Liquor Commission's electrical contractor prior to being covered by backfill.
13. Conduit runs shall be cleaned by pulling a cleaning plug or mandrel (no smaller than 1/4" less than the conduit) through the conduit.
14. All conduit runs shall have a 2,500# flat, woven, polyester pulling line installed.
15. All conduits shall have 36" (minimum) cover.
16. Spare conduits shall be installed under roadways, driveways and paved areas and have suitable approved plugs or caps installed in all exposed ends.
17. Conduits installed under roadways, driveways, parking lots, or any traveled way shall be schedule 80 PVC or rigid steel, or may be concrete-encased schedule 40 PVC with approval by the NH State Liquor Commission.
18. Conduit runs that are less than the minimum depth must be concrete encased and approved by the NH State Liquor Commission.
19. Concrete encased PVC must have 4" (minimum) of concrete on all sides.
20. Parallel Run Utilities:
 - Water and sewer – there shall be 4' (minimum) of horizontal distance from electric conduits and 12" (minimum) of vertical clearance from electric conduits for crossing runs.
 - Gas – there shall be 3' (minimum) clearance from electric conduits in all directions.
 - Communication conduits – there shall be 12" (minimum) of separation from electric conduits.
21. Conduit sizes shall be:
 - 3" for single phase service runs up to and including 200 amps
 - 4" for single phase secondary runs
 - 4" for single phase services over 200 amps and up to and including 400 amps
 - 4" for three phase services up to and including 400 amps
 - 4" for single phase primary runs

- 5" for three phase primary runs
- Conduit size for the NH State Liquor Commission shall be sized by the Commission's electrical contractor.

UNDERGROUND DISTRIBUTION CONDUITS & DUCTS TRENCH REQUIREMENTS



NOTES:

- 1.) COMMUNICATION CONDUITS SHALL HAVE A MINIMUM OF 12" OF SEPARATION FROM ELECTRIC CONDUITS.
- 2.) GAS LINES SHALL HAVE A MINIMUM OF 36" OF SEPARATION FROM ELECTRIC AND COMMUNICATION CONDUITS.
- 3.) WATER AND SEWER LINES SHALL HAVE A MINIMUM OF 48" HORIZONTAL SEPARATION FOR PARALLEL RUNS AND MINIMUM OF 12" VERTICAL SEPARATION FOR CROSSING RUNS.
- 4.) SEE STANDARD 2-2-1 FOR ADDITIONAL TRENCH AND CONDUIT REQUIREMENTS.

4.1 All work shall be performed by skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and shall be repaired in kind by skilled professionals of the trades involved at no additional cost to the NHSLC

- 4.2 The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform work in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract.
- 4.3 The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
- 4.4 All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHSLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 4.5 The Contractor shall at its own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 4.6 The Contractor shall bear all losses resulting to them or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 4.7 Unsatisfactory responses to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 10 day written notice.
- 4.8 Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.
- 4.9 Other Hours: Other hours will be considered overtime, holidays, and weekends.
- 4.10 Subcontracting any portion of the contract is not permitted without prior approval from the NHSLC. Subcontracting is only permitted with prior approval from the NHSLC. In the event the NHSLC approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement.
- 4.11 **BACKGROUND CHECKS: The State may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.**
- 4.12 The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly

with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

- 4.13** The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- 4.14** The Vendor or their personnel shall not represent themselves as employees or agents of the State. While on the State of New Hampshire's property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Vendor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.
- 4.15** Each proposal submitted to NHSLC will be evaluated based on experience and capacity to perform as required for various future projects

PART II - RFP TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

Firm Fixed Price Contract. Any contract resulting from this RFP shall be structured as a Firm Fixed Price contract.

2. RFP INQUIRIES AND RESPONSES

- a. **Inquiry Submission.** Respondents must submit all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, by electronic mail (with the subject line titled “2016-03 RFP Questions”) to the Issuing Officer identified in RFP, Part I, Section 2: Issuing Officer no later than the deadline to submit inquiries to NHSLC Issuing Office specified in Table 1: Schedule of Events. Respondents must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.
- b. **NHSLC Responses to Inquiries.** The NHSLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHSLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHSLC. The Issuing Officer anticipates posting official answers to the questions on the NHSLC website at www.nh.gov/liquor by the date specified in Table 1: *Schedule of Events*.

3. AMENDMENT TO THE RFP

The NHSLC may amend this RFP at any time and at its sole discretion. The NHSLC will post any amendments to the RFP on the NHSLC official website located at www.nh.gov/liquor. In the event the NHSLC determines it necessary to amend this RFP, the NHSLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHSLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFP. The NHSLC shall not be bound by any verbal information, and any written information that is not contained within the RFP or formally issued as an amendment by the Issuing Officer.

4. PROPOSAL FORMAT

Respondents must submit a complete response to this RFP using the format specified in Part III of this RFP. An official authorized to bind the respondent to the proposal must sign the proposal. If the official signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. Proof of signatory authorization must be included with the proposal submission.

5. ECONOMY OF PREPARATION

Proposals should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFP.

6. PROPOSALS AND AWARDS

The NHSLC intends to award a contract to a respondent as a result of this RFP. Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHSLC reserves the right, at any time and in its sole discretion, to reject any or all proposals, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part. A contractor will not retain any exclusive rights to provide the

services and supplies described in this RFP process during the term of a contract or any extension thereto. The NHSLC may, at its sole discretion, obtain services and related materials from other contractors.

7. **PROPOSAL SUBMISSION**

- a. **Proposal Submission Deadline:** Proposals must be submitted in hard copy and clearly marked “New Hampshire State Liquor Commission, Response to RFP 2016-03” and as specified in Section 7: *Proposals*. Proposals must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events*. Any respondent who elects to mail its proposal must allow sufficient mail delivery time to ensure timely receipt of its proposal. The NHSLC accepts no responsibility for mislabeled, damaged or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a proposal by the state’s mail system does not qualify as receipt of a proposal by the Issuing Office.
 - i. If due to inclement weather, natural disaster or any other cause, the location to which proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHSLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of proposals shall remain the same. Proposals not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFP will be rejected.
- b. **Proposal Receipt:** A proposal will be considered received on the date and time of the NHSLC’s receipt as officially documented by the NHSLC.
- c. **Proposal Information:**
 - i. Proposals from all interested Proposers qualified to provide services’ listed within will be received until the deadline date in Table 1: *Schedule of Events*. Proposal packages will not be accepted after that time. The proposal packages may be delivered to the address below and identified on the outside of the envelope as:

Proposals: Courier Delivery Only

New Hampshire State Liquor Commission
ATTN: “Craig Bulkley RFP 2016-03”
50 Storrs Street
Concord NH 03301

By Mail Only

New Hampshire State Liquor Commission
ATTN: “Craig Bulkley RFP 2016-03”
Post Office Box 503
Concord NH 03302-0503

From: Company/Proposer Name
Address of Proposer
Phone No. Of Proposer
Fax No. of Proposer
Email Address of Proposer:

- ii. Proposers are advised to carefully read and complete all information requested in this RFP. If the Proposer's response to this RFP does not comply with the conditions for submittal to this RFP, **it may be considered unacceptable by the NHSLC and may be rejected without further consideration.**
 - iii. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Proposer of the type of Agreement that will be used for the prosecution of this work. Proposers are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Proposer will be required to execute a similar agreement with the NHSLC.
 - iv. It is the NHSLC's intention to award the contract to one Proposer. The NHSLC will make the final determination in its sole judgment as to which Proposer(s) and proposal(s) are the most advantageous.
 - v. The contents of the proposal of the successful respondent(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's proposal in the event of any inconsistency or ambiguity;
 - vi. Under the laws of the State of New Hampshire, a proposal may be considered public record, and if determined to be so, must be made available for inspection and copying by any citizen of New Hampshire. Therefore, the NHSLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information must be marked as such on each page and may be submitted in a separate envelope, sealed and marked **"Confidential Information"**. It is understood, however, that the NHSLC will have no liability for disclosure of such information contained in or with any proposal. Any proprietary or otherwise sensitive information contained in or with any proposal is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.
 - vii. No proposal may be withdrawn after it has been submitted to the NHSLC unless the Proposer so requests by letter and such request by letter is received by the NHSLC before the deadline for receiving proposals. Any request for withdrawal after the deadline must be made in writing and may be denied in the NHSLC's sole discretion.
 - viii. A respondent may modify its proposal by withdrawing its proposal and submitting a new sealed proposal that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its proposal prior to the Closing Date and Time in Table 1: *Schedule of Events*.
 - ix. In submitting the proposal, the Proposer agrees that the proposal will remain valid for one hundred eighty (180) calendar days after the closing date for submission of proposals and may be extended beyond that by mutual agreement.
- d. **Interpretation of Proposal Document:**
- i. If discrepancies or omissions are found by any prospective Proposer or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted to Craig W. Bulkley, Director of Administration, NHSLC , prior to Deadline date for inquiries in Table 1: *Schedule of Events* (craig.bulkley@liquor.state.nh.us)
 - ii. The NHSLC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. All communication will be via craig.bulkley@liquor.state.nh.us

8. EVALUATION OF PROPOSALS AND CRITERIA

- a. Each proposal submitted to the NHSLC will be evaluated based on price and experience.
 - i. The proposals will be evaluated to determine whether they conform to the requirements of the RFP. Those proposals failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Proposers will be so informed in writing.
 - ii. If, for any reason, the NHSLC in its sole discretion is unable to select any of the Proposers, the NHSLC reserves the right to negotiate contracts with other service providers outside the RFP process.

9. PROHIBITED COMMUNICATIONS

From the issue date of this RFP until the effective date of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFP. Respondents are prohibited from distributing any part of their proposals except to the Issuing Office as required under this RFP. Except for contacts with the Issuing Officer as permitted by this RFP, respondents are prohibited from contacting or lobbying any NHSLC personnel or evaluation committee members regarding this RFP. Any respondent's attempt to improperly influence the evaluation of proposals and selection of a respondent may result in the disqualification and elimination of that respondent from this RFP procurement process. If the NHSLC later discovers that the respondent has engaged in any communications prohibited under this RFP, the NHSLC may reject the offending proposal or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their proposals except to the Issuing Office as required under this RFP.

10. VALIDITY OF PROPOSAL

- a. By submitting a proposal, a respondent acknowledges and agrees that:
 - i. Its proposal shall remain in effect and is binding on the respondent for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: *Schedule of Events*;
 - ii. The contents of the proposal of the successful respondent will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's proposal in the event of any inconsistency or ambiguity;
 - iii. The respondent waives any right to withdraw or modify its proposal, except as permitted in the RFP;
 - iv. Proposals are irrevocable unless the proposal is withdrawn as permitted under this RFP or the expiration of 180 day(s) from the Closing Date and Time in Table 1: *Schedule of Events*. A respondent must submit a written request to withdraw a proposal that is signed by an authorized representative of the respondent and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule of Events*. If a respondent attempts to provide such written notice by facsimile transmission, the NHSLC shall not be responsible or liable for errors in facsimile transmission. A respondent may modify its proposal by withdrawing its proposal and submitting a new sealed proposal that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its proposal prior to the Closing Date and Time in Table 1: *Schedule of Events*.

11. NON-COMMITMENT

Notwithstanding any provision of this RFP to the contrary, this RFP does not commit the NHSLC to award a contract. By submitting a proposal, a respondent acknowledges and agrees that the NHSLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all proposals, or any

portions thereof; cancel this RFP; and solicit new proposals under another acquisition process.

12. RESPONDENTS' COSTS AND EXPENSES

By submitting a proposal, a respondent acknowledges and agrees that the NHSLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a proposal or a respondent's participation at the pre-proposal conference or oral presentation and discussions, and other RFP processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of Liquor Commission and Attorney General's Office approval) of a contract with the respondent.

13. PROPERTY OF STATE

The proposal and all material received in response to this RFP shall become the property of the NHSLC and will not be returned to respondents. By submitting a proposal, a respondent acknowledges and agrees that the NHSLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any respondent copyright designations contained on proposals, the NHSLC shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

14. DISCUSSIONS FOR CLARIFICATION

The NHSLC may require, at its discretion, respondents who submit proposals to provide the NHSLC with oral and/or written clarification of their proposal to the NHSLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHSLC reserves the right to recall any respondents for additional discussions as it deems necessary.

15. PRESENTATIONS

The NHSLC may, at its discretion require a respondent to participate in oral and/or written presentations on any aspects of its proposal. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHSLC site.

16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

In the event that any portion of a respondent's proposal requires software or hardware is connected to or installed on NHSLC network then all such computer products and services must comply with the requirements of the N.H. Department of Information Technology, which are available upon request. The Respondent shall stay knowledgeable with and shall abide by these standards for all related work resulting from this RFP.

17. CONTRACT TERMS AND CONDITIONS

The NHSLC's standard terms and conditions are set forth in Exhibit B of this RFP. In the event of any conflict between the NHSLC's terms and conditions and any portion of a proposal, the NHSLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a proposal, at the sole discretion of the NHSLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHSLC and in a form and substance as prescribed by the NHSLC. The failure of a selected respondent to reach agreement with the NHSLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFP.

18. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

19. DISCLOSURE OF PROPOSALS

- a. **Respondent Obligation.** A respondent must maintain the confidentiality of its proposal until the effective date of a resulting with any respondent. A respondent's disclosure or distribution of its proposal to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHSLC.
- b. **NHSLC Obligation.** The NHSLC shall maintain the confidentiality of each proposal until a contract award is made as contemplated under N.H. RSA 21-I: 13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHSLC will disclose all proposals in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as "Respondent Confidential Information"), must submit in its proposal a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its proposal that removes only the Respondent Confidential Information along with an unredacted proposal.

20. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account.

21. BEST AND FINAL OFFERS

The NHSLC may, at its sole discretion, solicit Best and Final Offers ("BAFOs") from respondents who have submitted responsive proposals and which have been determined to be reasonably possible of selection for a contract award.

- a. Respondents will be given opportunity to respond with a BAFO under a procedure defined by the NHSLC which may include one (1) or more of the following:
 - i. Enter into pre-selection discussions:
 1. Schedule written and/or oral presentations or scripted demonstrations; and/or
 2. Request revised proposals.
- b. The NHSLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHSLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHSLC and NHSLC's timely receipt of responses pursuant to schedule set by the NHSLC. Respondents are encouraged to submit their best price as part of their initial proposal and not to assume there will be an opportunity to provide a BAFO at a later date.

22. NEWS RELEASES

Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHSLC, and only in coordination with the Issuing Office.

23. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

By submitting a proposal, a respondent agrees, represents and acknowledges that:

- a. All information provided by, and representations made by, the respondent in its proposal are material and important and may be relied upon by the NHSLC in awarding a contract;
- b. Any misstatement, omission or misrepresentation by a respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the proposal submission;
- c. The respondent has arrived at the price(s), amounts, terms and conditions in its proposal independently and without consultation, communication or agreement with any other respondent or potential respondent, and without effort to preclude the NHSLC from obtaining the best possible competitive proposal. The respondent has not disclosed the price(s), the amount of the proposal nor the approximate price(s) or amount(s) of its proposal to any other firm or person, including but not limited to, a respondent or potential respondent for this RFP;
- d. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal in response to this RFP or to submit a proposal higher than this proposal or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal; and
- e. The respondent makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

24. METHOD OF AWARD

The NHSLC evaluation committee will select a proposal(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHSLC. The evaluation committee will submit a recommendation on its selection of a proposal(s) to the NHSLC Commissioners for final approval. The responsible respondent(s) whose proposal(s) the NHSLC determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting contract(s) will be based on the standard terms and conditions contained in Exhibit B, and modifications and additions to the standard clauses acceptable to the NHSLC in its discretion. If the NHSLC is unable to reach agreement with a respondent(s) during contract discussions, the NHSLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and continue on in this manner at its discretion. The NHSLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

25. USE OF ELECTRONIC VERSIONS OF THIS RFP

This RFP is available in electronic form. If a respondent accepts the RFP in electronic form, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the respondent's possession or relied upon by the respondent, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART III - INFORMATION REQUIRED FROM THE RESPONDENT

Proposals must be submitted in the following format, including heading descriptions:

1. SERVICES:

A. Price:

1. **Lump Sum Pricing:** Proposers shall provide a lump sum price to complete all activities associated with the underground electric conduit installation required for this project.
2. **Rate Sheet:** Proposers shall provide a current rate sheet detailing time and material pricing for services they are available to provide. Any services provided as time and material pricing shall be considered above and beyond the scope of the underground electric conduit installation and is subject to prior approval by NHSLC in writing.

2. PRIOR EXPERIENCE

Include a summary of your company's experience emphasis on projects completed for similar size and scope of the NHSLC and the size and scope of this project. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHSLC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

3. SUBCONTRACTOR

The use of subcontractors on this project must be approved by the NHSLC in advance of any work being done by that subcontractor.

4. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The respondent must identify which, if any, of the terms and conditions contained in Exhibit B of this RFP it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHSLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHSLC. The NHSLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFP; nor shall the respondent request to completely substitute its own terms and conditions for Exhibit B. All terms and conditions must appear in one (1) integrated contract. The NHSLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any proposal.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a proposal must be:

1. Timely received from a respondent; and
2. Properly signed by the respondent's authorized representative, coversheet is provided in Exhibit C.

The NHSLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a proposal.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose proposal is determined to be the most advantageous to the State of New Hampshire as determined by the NHSLC after taking into consideration all of the evaluation factors.

3. CRITERIA FOR SELECTION

The NHSLC has established the weight for the evaluation criteria for this RFP as specified in the following table:

<u>Criteria</u>	<u>Percent</u>
Overall Engagement Price	80%
Experience	20%

The following criteria will be used in evaluating each proposal:

Overall Engagement Price – This refers to the professional fees and expenses

Experience – This refers to the respondent's prior experience performing the services listed within.

EXHIBITS

EXHIBIT A
NO RESPONSE FORM

Response to Request for Proposal for **Underground Electric Conduit Installation Project**

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (603) 271-3897

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

☐ Don't handle goods/service

☐ Unable to respond due to current staff availability and/or business conditions

☐ Insufficient time

☐ Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

☐ Other: _____

This *NO* response is authorized by: _____ Date: _____

Signature

Title: _____

Please check one: ☐

Retain our company on the mailing list for future solicitations.

☐

Please remove our company from the mailing list for this commodity or service

EXHIBIT B

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must Be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISION

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.13 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT C
PROPOSAL AND ADDENDUM ACKNOWLEDGEMENT

Response to Request for Proposal for Underground Electric Conduit Installation Project

The proposer acknowledges the proposer has carefully examined the RFP and draft Agreement.

The proposer warrants that if proposal is accepted proposer will contract with the NHSLC and comply with the requirements of the RFP and draft Agreement. Proposer agrees to deliver an executed Agreement to the NHSLC within two (2) weeks of notification of acceptance of his/her proposal and receiving agreement from NHSLC.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified.

I affirm that I am duly authorized to execute this potential contract; that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer(s); and that the contents of this proposal as to terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer(s) or to any other person(s) engaged in this type of business prior to the official opening of the proposal.

I also affirm that I have received and examined all Addenda that have been issued under this RFP as listed and initialed below:

Addendum No. _____	Dated: _____	Initialed _____
--------------------	--------------	-----------------

Addendum No. _____	Dated: _____	Initialed _____
--------------------	--------------	-----------------

Addendum No. _____	Dated: _____	Initialed _____
--------------------	--------------	-----------------

Addendum No. _____	Dated: _____	Initialed _____
--------------------	--------------	-----------------

Company Name and Name of Proposer: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Business Phone Number: _____

Date: _____